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13 UNITED STATES DISTRICT COURT
14
15 CENTRAL DISTRICT OF CALIFORNIA
16
17 WESTERN DIVISION
18

19 DISH NETWORK L.L.C.,

20 Plaintiff,

21 vs.

22 JADOOTV, INC., SAJID SOHAIL,
23 HASEEB SHAH, EAST WEST AUDIO
24 VIDEO, INC., and PUNIT BHATT,

25 Defendants.
26
27
28

Case No. 2:18-cv-09768-FMO-KS

**SECOND STIPULATION TO
CONTINUE DEADLINES FOR DISH
NETWORK L.L.C.'S MOTION FOR
AWARD OF EXPENSES INCURRED IN
BRINGING MOTION TO COMPEL
SAJID SOHAIL'S PRODUCTION OF
DOCUMENTS**

Judge: Honorable Magistrate Judge Karen L.
Stevenson, Courtroom 580, 5th Floor

1 Plaintiff DISH Network L.L.C. (“DISH”) and Defendants JadooTV, Inc. (“JadooTV”) and
 2 Sajid Sohail (“Sohail”), through their respective counsel of record, do hereby stipulate, agree and
 3 request that this Court continue the deadlines for Sohail’s Opposition to DISH’s Motion for
 4 Award of Expenses Incurred in Bringing Motion to Compel Sohail’s Production of Documents
 5 (the “Motion for Award of Expenses”) from September 25, 2019 to October 9, 2019 and DISH’s
 6 Reply from October 9, 2019 to October 23, 2019. The hearing is currently set for October 30,
 7 2019 at 11:00 a.m. and does not need to be continued. Good cause exists for the modification
 8 sought by this joint stipulation, and the reasons are as follows:

9 1. On May 24, 2019, DISH filed a Motion to Compel JadooTV and Sohail’s
 10 production of documents and requested attorneys’ fees and costs incurred in bringing the Motion.
 11 (Dkt. No. 75)

12 2. On May 31, 2019, JadooTV filed its Suggestion of Bankruptcy and a Chapter 11
 13 Petition in the United States Bankruptcy Court for the Northern District of California
 14 (“Bankruptcy Court”), and this Action is now stayed as to JadooTV. (Dkt. No. 78)

15 3. On August 14, 2019, the Court granted DISH’s Motion to Compel as to Sohail in
 16 his individual capacity. In the Order, the Court set deadlines of August 21, 2019, for DISH to file
 17 its opening brief regarding the Motion for Award of Expenses, September 11, 2019 for Sohail to
 18 file an Opposition, September 25, 2019 for DISH to file a Reply, and scheduled a hearing for
 19 October 2, 2019 at 11:00 a.m. (Dkt. No. 96 at 11.).

20 4. On August 21, 2019, DISH filed its opening brief regarding the Motion for Award
 21 of Expenses. (Dkt. No. 98).

22 5. On September 4, 2019, the parties attended a hearing with the Bankruptcy Court to
 23 discuss JadooTV’s Motion for a Preliminary Injunction and Temporary Restraining Order seeking
 24 to extend the automatic stay to Sohail in his individual capacity. 1

25
 26 1 The Bankruptcy Court declined JadooTV’s request for a Temporary Restraining Order and
 27 instructed DISH that it did not need to file an opposition to JadooTV’s Motion for a Preliminary
 Injunction.

6. The Bankruptcy Court did not rule on JadooTV 's Motion for a Preliminary Injunction seeking to extend the automatic stay to Sohail and continued the hearing to September 16, 2019. The Bankruptcy Court also ordered the parties to meet and confer regarding discovery in this Action and other matters related to the bankruptcy proceedings.

7. In light of this continuance and the order requiring the parties to meet and confer mentioned above, the parties agreed to stipulate and extend the deadlines for Sohail's Opposition to DISH's Motion for Award of Expenses to September 25, 2019, DISH's Reply to October 9, 2019, and the hearing to October 30, 2019 at 11:00 a.m. The parties informed the United States Bankruptcy Judge overseeing the pending bankruptcy matter, Judge William Lafferty, of this action. On September 9, 2019, the Court granted the parties' first stipulation setting these deadlines and the hearing date. (Dkt. 109.)

DISH's Position

8. On September 6, 2019, the parties attended a hearing with the Bankruptcy Court to discuss non-party subpoenas issued in this Action. The Bankruptcy Court stated:

THE COURT: -- let's be clear. In the absence of either an agreement from you guys or me saying yeah, I'm going to go ahead and issue a TRO, that [a stay issue] is Jadoo, okay. We'll start with the premise if it's Jadoo the lines are pretty clear. And it's a question of whether I'm going to grant relief from stay to let something go forward.

If it's Sohail, as far as I'm concerned that is still kind of under discussion, because it could be part of this broader discussion you folks are having about how long DISH may be willing to sit still on some things, and where they'd like there to be progress notwithstanding that, because they think it's not burdensome, and it's just going to help the effort.

(Bankruptcy Court Transcript of Sept. 6, 2019 at 21:7-18.)

9. On September 16, 2019, the parties attended a hearing with the Bankruptcy Court to discuss JadooTV 's Motion for a Preliminary Injunction seeking to extend the automatic stay to Sohail, DISH's Motion for Relief from Stay, and the issue of documents that JadooTV will produce for this Action during the stay. The relevant portion of the transcript from that hearing reads:

1
2 THE COURT: Yeah. And what I think I – what I think I had heard before –
3 maybe I was reading this more broadly than I should have – was that the DISH
4 folks came in saying look, we’ll live with sixty days. And I wasn’t sure if that
5 meant with respect to Sohail and the debtor or just the debtor. So did you – can
6 you clarify that one for me?

7 MR. CRAVEN: We agreed that we would not depose Mr. Sohail and that we’d
8 direct our discovery to nonparties, except to the extent we absolutely had to have
9 something from Mr. Sohail, but nothing onerous. But with respect –

10 THE COURT: Okay.

11 MR. CRAVEN: -- we recognize that there’s a burden issue and that we don’t
12 want to be that burden.

13 THE COURT: Okay, so that can be – for sixty days, at least, there’s an
14 agreement that there be a standstill, for lack of a better word, right? The stay
15 would be in place, and it would, informally, at least, extend to Sohail as well.
16 Make sense?

17 Mr. CRAVEN: Yes, Your Honor.

18 (Bankruptcy Court Transcript of Sept. 16, 2019 at 6:18-7:11.)

19 10. The Bankruptcy Court has not issued a Temporary Restraining Order or
20 Preliminary Injunction extending the stay to Sohail. DISH has not agreed vacate the briefing and
21 hearing on the Motion for Award of Expenses. The issue of the Motion for Award of Expenses
22 was not brought up during the September 6, 2019 or September 16, 2019 hearings with the
23 Bankruptcy Court.

24 11. The Bankruptcy Court scheduled a hearing for Wednesday, October 2, 2019 to
25 further discuss the issue of documents that JadooTV will produce for this Action.

26 **JadooTV’s Position**

27 12. On September 25, 2019, Christopher Craven, Dish’s counsel, informed JadooTV
28 and Sohail’s bankruptcy and litigation counsel by email that “On the attorneys’ fees motion in the
District Court we can agree to stipulate to response and reply dates after the 10/2 hearing next
week in the Bankruptcy Court.” Mr. Craven later stated in a later email that “I can confirm that

1 DISH will stipulate to a later response date for the opposition, and that it will be after the 10/2
2 upcoming bankruptcy hearing.”

3 13. JadooTV and Sohail believe the citations from the transcript cite to excerpts of the
4 bankruptcy court’s transcripts out of context. The parties have agreed to stipulate to a continuance
5 of dates for the attorneys’ fees motion due to the matters at the upcoming October 2, 2019 hearing.

6 **Relief Requested**

7 14. As such, good cause exists for the Court to grant this joint stipulation to continue
8 Sohail’s Opposition to DISH’s Motion for Award of Expenses from September 25, 2019 to
9 October 9, 2019 and DISH’s Reply from October 9, 2019 to October 23, 2019. The hearing is
10 currently set for October 30, 2019 at 11:00 a.m. and does not need to be continued.

11 IT IS SO STIPULATED.

12 Respectfully submitted,

13 Dated: September 30, 2019

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21 Dated: September 30, 2019

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Attorneys for Plaintiffs DISH Network L.L.C.

ATTESTATION

Pursuant to Local Rule 5-4.3.4(a)(2), I hereby attest that the other signatory listed concurs in this filing's content and has authorized the filing.

Dated: September 30, 2019

By: /s/ Mark Punzalan
Mark Punzalan